

4-0285
16-61

BRIDGETON PUBLIC SCHOOLS
Bridgeton, New Jersey

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT BETWEEN

BRIDGETON BOARD OF EDUCATION AND
BRIDGETON EDUCATION ASSOCIATION

FOR SCHOOL YEAR: 1970-71

(Beginning July 1, 1970)
(Ending June 30, 1971)

March 2, 1970

ARTICLE ONE

RECOGNITION

- 1.1 The Bridgeton Board of Education, hereinafter called the Board, hereby recognizes the Bridgeton Education Association, hereinafter called the BEA, as the majority and exclusive representative of Teachers, Librarians, School Nurses, Secretaries, and Cafeteria Workers for the purpose of collective negotiations concerning terms and conditions of employment.
- 1.2 Unless otherwise indicated, the term employees when used hereinafter shall mean all employees eligible for representation by the BEA; and references to male employees shall include female employees as well.
- 1.3 The negotiating unit as defined in 1.1 comprehends employees on authorized leaves of absence as well as employees under contract.
- 1.4 No substitute employees shall be represented by the BEA.
- 1.5 Only the classes of employees specifically mentioned in 1.1 shall be included in the negotiating unit.

ARTICLE TWO

NEGOTIATION PROCEDURE

- 2.1 The Board and the BEA agree to enter into collective negotiations over a successor Agreement in a good-faith effort to reach agreement on all negotiable matters concerning terms and conditions of employment.
- 2.2 The BEA shall submit to the Board prior to October 9, 1970. a complete list of demands it wants to negotiate for the successor Agreement.
- 2.3 The Board shall not be obligated to negotiate demands submitted to it by the BEA after October 9, 1970.
- 2.4 Neither the Board nor the BEA shall have any control over selection of the negotiating team of the other party.
- 2.5 Negotiations shall begin not later than October 23, 1970.
- 2.6 During negotiations the Board and the BEA negotiating teams shall have the right to present relevant data, to exchange points of view, and to make proposals and counterproposals.
- 2.7 The Board shall make available to the BEA upon specific request all records, data, and information of the Bridgeton, New Jersey School District that the Board and BEA deem pertinent to the negotiations.

2.8 Any successor Agreement shall apply to all employees
in the negotiating unit.

2.9 Any Successor Agreement shall be reduced to writing and
adopted and signed by the BEA and Board.

ARTICLE THREE

GRIEVANCE PROCEDURE

3.1 A "grievance" shall mean an appeal by an employee or the BEA of the Board's interpretation of a negotiated and duly executed agreement between the Board and BEA; or the complaint by an employee that he has suffered a personal loss, injury, or inconvenience because of a violation or inequitable application of established Board policies and administrative decisions affecting employees.

3.2. Procedure:

3.2.1 Step 1. Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve it informally.

3.2.2 Step 2. If, the aggrieved employee is not satisfied with the results of Step 1, within ten (10) school days after the act which caused the grievance, he shall set forth his complaint in writing to the building principal, stating the date, time (if applicable), place and article of Board and BEA Agreement or policy which he feels has been misinterpreted, violated, or inequitably applied. Within three school days after receipt of the written complaint, the principal shall communicate his decision in writing to the employee, giving reasons for his decision. A copy of the decision shall be sent to the Chairman of the Professional Relations Committee (PRC) of the BEA.

3.2.3 Step 3 If the aggrieved employee does not accept the decision rendered in Step 2, within five school days after receipt of the decision, he shall appeal the decision to the Superintendent of Schools. The appeal must be in writing setting forth the grievance and the aggrieved employee's reasons for not accepting the decision rendered in Step 2. Within five school days after receipt of the appeal, the Superintendent of Schools shall communicate his decision in writing to the employee, giving reasons for his decision. A copy of the decision shall be sent to the chairman of the PRC.

3.2.4 Step 4 If the aggrieved employee does not accept the decision rendered in Step 3, the grievance may be submitted to the PRC for review. Within ten school days after the decision in Step 3 is rendered, the PRC shall determine whether or not the grievance has or might have merit.

(a) If the PRC determines that the grievance has or might have merit, it shall recommend that the decision rendered in Step 3 be appealed to the Board.

(b) If the PRC determines that the grievance is without merit, it shall so advise the employee and a copy of its findings shall be sent to the Superintendent of Schools.

(c) If the aggrieved employee is dissatisfied with the findings of the PRC, he shall have the right to appeal the decision rendered in Step 3 to the Board.

3.2.4 (cont'd)

(d) If the aggrieved employee does not accept the decision rendered in Step 3, he may appeal it to the Board directly without having the grievance reviewed by the PRC.

(e) Any appeal to the Board shall be within fifteen (15) school days after the decision in Step 3 is rendered and shall be in writing, stating the grievance and the reasons for not accepting the decision rendered in Step 3.

(f) Within fifteen (15) days after receipt of the written appeal the Board shall hear the grievance.

(g) Within fifteen (15) days after hearing the grievance, the Board shall communicate its decision in writing to the employee, giving reasons for its decisions.

A copy of the decision shall be sent to the PRC.

3.2.5 If the aggrieved employee does not accept the Board's decision rendered in Step 4, within five (5) school days after the decision in Step 4 is rendered, he shall request in writing that the chairman of the PRC submit his grievance to arbitration. A copy of such request shall be sent to the Superintendent of Schools. (a) If the PRC determines that the request is meritorious, it shall notify the Board of its intent to submit the grievance to arbitration not later than fifteen (15) school days after receipt of the request from the aggrieved employee. (b) Within ten (10) school days after such written notice, the Board and the PRC shall

3.2.5 (cont'd)

attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. (c) If the parties are unable to agree on an arbitrator or to obtain a commitment from an agreeable arbitrator within a specified period, a joint request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(d) If the parties are unable to pick a mutually acceptable arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names. (e) If the parties are unable to agree on a mutually acceptable arbitrator within ten (10) days after the second roster of names is received, either party may request that the American Arbitration Association designate an arbitrator.

(f) The arbitrator shall render a decision based on the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the Board and BEA. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall render his decision not later than twenty (20) days after hearings have been completed. It shall be in writing and shall give his findings and reasons for the decision. The decision of the arbitrator shall be final and binding on both parties.

3.2.5 (cont'd)

(g) Only the Board and the aggrieved employee and his representatives shall receive copies of the arbitrator's decision. (h) Fees and expenses of the arbitrator, including costs of the hearing room, shall be shared equally by both parties. Each party shall bear the expenses incurred by themselves.

(i) If the arbitration proceedings require the aggrieved employee or his Board employed representatives to leave their regular places of employment and if their absence necessitates the services of substitute employees, the Board will pay the cost of the substitutes; but the time lost by the aggrieved employee and his representatives shall be without pay.

3.2.6

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a decision within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3.2.7

Any aggrieved employee may be represented at any or all steps of this procedure by himself, or, at his option, by a representative selected or approved by the BEA. When an employee is not represented by the BEA, the BEA shall have the right to be present and to state its views at all steps of the proceedings.

- 3.3 No reprisals of any kind shall be taken by the Board or by the School Administration against any employee represented by the BEA for his having participated in a grievance proceedings.
- 3.4 All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 3.5 Forms for filing grievances, serving notices, filing appeals, making reports, and recommendations, and other necessary documents shall be prepared jointly by the Superintendent of Schools and the BEA and given appropriate distribution in order to facilitate smooth functioning of the grievance procedure
- 3.6 All meetings and hearings under this grievance procedure shall not be conducted in public and shall be attended only by the parties and/or their representatives and a representative of the BEA.

ARTICLE FOUR

EMPLOYEE RIGHTS

- 4.1 The Board hereby agrees that every employee eligible for representation by the BEA negotiating unit shall have the right freely to organize, join, and support the BEA for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by laws of the State of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to working hours, wages, or any terms or conditions of employment by reason of his membership in the BEA, his participation in any legal activities of the BEA, collective negotiations with the Board, or his institution of any grievance under this Agreement.
- 4.2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

4.3 No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any, such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure set forth in ARTICLE 3.

4.4 Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, employment, or the salary, or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the BEA present to advise him and to represent him during such meeting or interview.

ARTICLE FIVE

BEA RIGHTS AND PRIVILEGES

- 5.1 The Board agrees to furnish to the BEA in response to specific and reasonable requests available information concerning the financial resources of the district, including annual financial reports, school audits, register of certificated personnel, enrollment data, names and addresses of all employees, and agenda and minutes of all public meetings.
- 5.2 Whenever any representative of the BEA or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay except as mentioned in ARTICLE 3.
- 5.3 Representatives of the BEA, the New Jersey Education Association, and the National Education Association, with permission of the Superintendent, shall be permitted to transact official BEA business on school property. provided that this shall not interfere with or interrupt normal school operations.

- 5.4 The BEA and its representatives shall have the privilege of using school buildings at all reasonable hours for meetings. Approval of the Superintendent shall be required. The Superintendent will notify the building principal.
- 5.5 The BEA shall have the use of a bulletin board in each school building. Locations of the BEA bulletin boards shall be mutually decided by the BEA and building principals. The BEA shall also be assigned adequate space for BEA notices on bulletin boards in the central offices. Copies of all materials to be posted on the bulletin boards shall be given to the building principal before the material is posted.
- 5.6 The BEA shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without approval of the building principal or other members of the Administration.
- 5.7 The rights and privileges of the BEA and its representatives as set forth in this Agreement shall be granted only to the BEA as the majority and exclusive representative of employees eligible for representation by the negotiating unit as defined in ARTICLE I.

ARTICLE SIX

SCHOOL CALENDAR

- 6.1 The Superintendent shall establish a committee to develop and recommend a school calendar for the school year 1971-1972. The BEA shall have the right to have one representative on this committee.

ARTICLE SEVEN

EMPLOYMENT

- 7.1 All provisional and emergency certificated teachers who did not teach regularly in the Bridgeton education system during the 1968-1969 and 1969-1970 school years, shall be required to complete college-credit requirements at a rate of not less than six (6) credits per year - September 1 to August 31. Provisional and emergency certificated regular teachers who taught in Bridgeton previous to September 1, 1969 are required (under law) to complete four (4) college credits per year - September 1 to August 31. It shall be the responsibility of the teacher to submit satisfactory proof of credit acquisition to the Superintendent of Schools not later than September 8. Failure to submit such proof shall be cause for cancellation of provisional or emergency certificate and contract.
- 7.2 For the purpose of computing salaries, teachers shall be given full credit for all outside teaching experience gained in a duly accredited school. Teachers shall be given credit as required by law for military service.
- 7.3 Employees shall be notified of their contract and salary status for the ensuing year not later than April 1.

ARTICLE EIGHT

SALARIES

- 8.1 The salary schedules for all employees eligible for representation by the BEA negotiating unit are set forth in TABLES I, II, and III, which are made a part of this Agreement.
- 8.2 Except for Step 13 on Teachers' Salary Guide, each employee shall be placed on his proper step on the appropriate salary schedule at the beginning of the 1970-71 school year.
- 8.3 Employees may individually elect to have ten percent (10%) of their monthly salaries deducted from their pay and deposited in their own savings account at Century Federal Savings and Loan Association. Employees wishing to have such an arrangement shall notify the Business Office.
- 8.4 Employees shall be paid twice monthly. Pay days shall fall on the 15th day and last day of the month. In the event that the regular pay day falls on a week-end or school holiday, pay day shall be the last working day preceding the week-end or holiday.

ARTICLE NINE

FRINGE BENEFITS

9.1 INSURANCE: The Board agrees to pay the premiums for Blue Cross and Blue Shield, including Rider "J" for all employees. The effective starting date shall be the first admissions date following the employee's effective employment date. No employee shall be covered unless he has requested coverage and has signed the necessary documents.

9.2 EDUCATIONAL IMPROVEMENT: The Board agrees to reimburse employees the tuition costs for up to six (6) graduate credits per year. Reimbursement shall be based on Glassboro State College's current tuition rates for graduate studies. Employees must satisfactorily complete a course of study and present evidence of satisfactory completion to the Superintendent of Schools not later than April 30th for courses taken during the fall semester and not later than December 1st for courses taken during the spring semester and summer months

To be eligible for reimbursement, graduate courses must have prior approval by the Superintendent of Schools and must be in the educational field or related to the employee's work and must be actually taken during the school year for which reimbursement is requested. Carryover of credits from one year to another for the purpose of increased reimbursement shall not be permitted.

ARTICLE TEN

TERMS OF THIS AGREEMENT

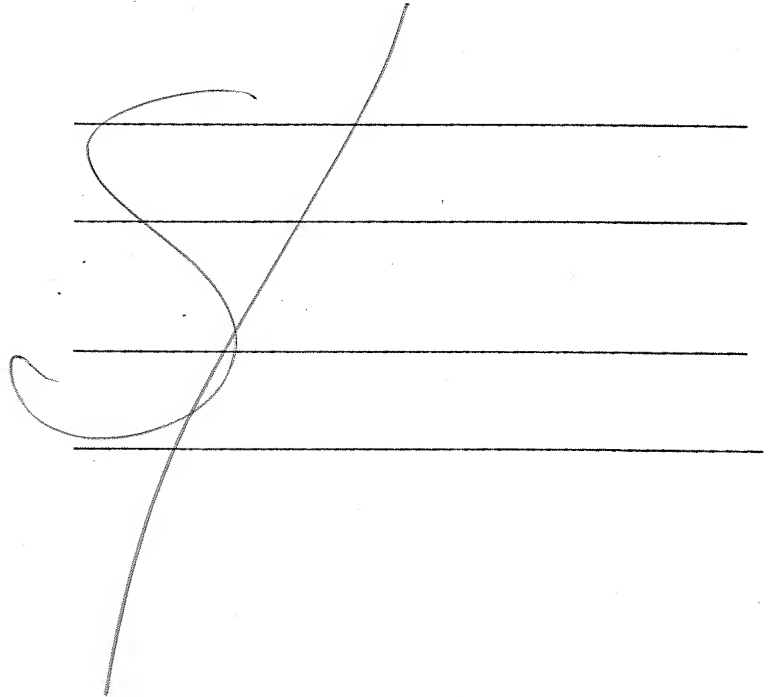
- 10.1 The term of this Agreement shall run from July 1, 1970 to June 30, 1971 inclusive.
- 10.2 During the term of this agreement neither the Board nor the BEA shall be required to negotiate with respect to any matters which were or which could have been the subject of negotiation whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 10.3 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties.
- 10.4 Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and adopted and signed by the BEA and Board.
- 10.5 Except as this Agreement herein provides, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

- 10.6 The Board agrees to notify the BEA of any supplemental state or federal aid within five days after receipt of such aid.
- 10.7 Failure of either party to keep any part of this Agreement does not automatically make the entire Agreement void.
- 10.8 Nothing contained in this Agreement shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Laws or any other national, state, county or local laws as they pertain to operation of the school district.

SIGNED:

Bridgeton Board of Education

Bridgeton Education Association

A large, stylized handwritten signature in dark ink, written over four horizontal lines. The signature is a cursive 'S' shape that loops around and crosses itself.

BRIDGETON PUBLIC SCHOOLS
Bridgeton, New Jersey

POLICY #4141

EFFECTIVE 9-1-70

TEACHERS' SALARY SCHEDULE FOR 1970-71

(2-3) Year of Employment	(4) Bachelor's Degree or Equivalent (128 Credits)	(4½) AB + 30 Credits *	(5) Masters Degree*	(5½) AM + 30 Credits*	(6) Doctor's Degree*
1	6300	7200	7500	8100	8700
2	6600	7500	7800	8400	9000
3	6900	7800	8100	8700	9300
4	7200	8100	8400	9000	9600
5	7500	8400	8700	9300	9900
6	7800	8700	9000	9600	10,200
7	8100	9000	9300	9900	10,500
8	8400	9300	9600	10,200	10,800
9	8700	9600	9900	10,500	11,100
10	9000	9900	10,200	10,800	11,400
11	9300	10,200	10,500	11,100	11,700
12	9600	10,500	10,800	11,400	12,000
13**	**9900	**10,500	**11,100	**11,700	**12,300

* DEGREE REQUIRED

M=MAXIMUM

**13th step effective July 1, 1971

ADJUSTMENT TO GUIDE = 100% 1970-71 (except 13th step)

SALARY SCALES FOR SECRETARIES: 1970-71

EFFECTIVE July 1, 1971

Year	Clerk	Secretaries		Office Manager		Secretary to	
		180 Sch. Days*	10 Months	12 Months	Bookkeeper	Bus. Mgr.	Superintendent
1.	3300	1907	2917	3500	3700	3800	3900
2.	3500	2037	3084	3700	3900	4000	4100
3.	3700	2167	3251	3900	4100	4200	4300
4.	3900	2297	3418	4100	4300	4400	4500
5.	4100	2427	3585	4300	4500	4600	4700
6.	4300	2557	3752	4500	4700	4800	4900
7.	4500	2687	3919	4700	4900	5000	5100
8.	4700	2817	4086	4900	5100	5200	5300
9.	4900	2947	4253	5100	5300	5400	5500
10.	5100	3077	4420	5300	5500	5600	5700
Annual Increase		Annual Inc. \$130	Annual Inc. \$167	Annual Inc. \$200	Annual \$200	Annual Inc. \$200	Annual Inc. \$200

Note: Secretary who obtains substitutes receives \$500 over scale and telephone bill paid.

1. WORK SCHEDULE - SECRETARIES AND CLERKS

5 day work week

180 day secretaries - 6 hour work day

10 and 12 months secretaries - 7½ hour work day

4. CREDIT FOR ACADEMIC DEGREE

Candidates with Associate Arts

(AA) will receive credit on scale by movement upwards two steps.

2. VACATIONS WITH PAY AS FOLLOWS (52 week Clerks & Secretaries only)

First year: one week

After first year: three weeks

* 40 weeks approximately.

3. CREDIT FOR EXPERIENCE - Maximum six year total - School Experience full year up to total six

Non-School Experience full year equals ½ year (each), up to total of six.

1970 1971
CAFETERIA PERSONNEL

SCHOOL DAYS	183
N.J.E.A. CONVENTION	2
FALL WORKSHOP	1
THANKSGIVING	2
CHRISTMAS	6
WASHINGTON BIRTHDAY	1
SPRING VACATION	6
MEMORIAL DAY	1
CLEAN UP	2

204 TOTAL DAYS

NET RATE 1.75 PER HOUR

4 HOURS PER DAY	7.00	1428.00
5 HOURS PER DAY	8.75	1785.00
6 HOURS PER DAY	10.50	2142.00
8 HOURS PER DAY	14.00	2856.00

COOK MANAGERS

BRIDGETON HIGH SCHOOL	4158.00
BOOKKEEPER	1000.00
CLEAN UP MAN 8 HOURS 1.90	3100.80